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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

13 | M.H.

Plaintiff.

V.

17 | DOE 1 and DOES 2 through 25,

Defendants.

Case No. 5:23-cv-00482 GW (SPx)

Assigned to Magistrate Judge: Hon. Sheri Pym [Discovery Matter]

[Removed From Riverside County Superior Court, Case No. CVRI-220399]

STIPULATED PROTECTIVE ORDER

State Action Filed: September 14, 2022

Removed On: March 20, 2023

Trial date: None Set

I. PURPOSES AND LIMITATIONS

A. Plaintiff M.H. (“Plaintiff”) and Defendant DOE 1 (“DOE 1”) (collectively, the “Parties”) in the above-captioned action titled and numbered *M.H. v. Doe 1, et al.*, Case No. 5:23-cv-00482 GW (SPx) (the “Action”) contemplate that discovery of documents and other information in the Action may involve the production of documents and other information a party may reasonably believe in good faith to be protected from public disclosure under Rule 26(c) of the Federal Rules of Civil Procedure.

B. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this Action may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

A. This Action concerns Plaintiff's claims for damages arising out of alleged sexual abuse for which DOE 1, a religious organization, is allegedly liable. This Action is thus likely to involve confidential medical, religious, and third party information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential materials and information consist of, among other things, confidential medical records, religious organization membership records (including information implicating privacy rights of third parties), privileged communications with clergy, and other information otherwise generally

1 unavailable to the public or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common law.
3 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
4 disputes over confidentiality of discovery materials, to adequately protect information the
5 parties are entitled and/or obligated to keep confidential, to ensure that the Parties are
6 permitted reasonable necessary uses of such material in preparation for and in the conduct
7 of trial, to address their handling at the end of the litigation, and serve the ends of justice,
8 a protective order for such information is justified in this matter. It is the intent of the
9 Parties that information will not be designated as confidential for tactical reasons and that
10 nothing be so designated without a good faith belief that it has been maintained in a
11 confidential, non-public manner, and there is good cause why it should not be part of the
12 public record of this case.

13 **III. DEFINITIONS**

- 14 A. Action: The above-entitled proceeding, *M.H. v. Doe 1, et al.*, Case No. 5:23-cv-
15 00482 GW (SPx).
- 16 B. Challenging Party: A Party or Non-Party that challenges the designation of
17 information or items under this Order.
- 18 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
21 Statement.
- 22 D. Counsel: Outside Counsel of Record and House Counsel (as well as their support
23 staff).
- 24 E. Court: The Honorable George H. Wu, District Judge; the Honorable Sheri Pym,
25 Magistrate Judge; or any other judge to which this Action may be assigned,
26 including Court staff participating in such proceedings
- 27 F. Designating Party: A Party or Non-Party that designates information or items that it
28 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

- 1 G. Disclosure or Discovery Material: All items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.
- 5 H. Expert: A person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert
7 witness or as a consultant in this Action.
- 8 I. House Counsel: Attorneys who are employees of a party to this Action (as well as
9 their support staff). House Counsel does not include Outside Counsel of Record or
10 any other outside counsel, except that House Counsel does include attorneys (and
11 their support staff) from the law firm of Kirton McConkie in Salt Lake City, Utah.
- 12 J. Non-Party: Any natural person, partnership, corporation, association, or other legal
13 entity not named as a Party to this action.
- 14 K. Outside Counsel of Record: Attorneys who are not employees of a party to this
15 Action but are retained to represent or advise a party to this Action and have
16 appeared in this Action on behalf of that party or are affiliated with a law firm
17 which has appeared on behalf of that party, and includes support staff.
- 18 L. Party: Any party to this Action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support
20 staffs).
- 21 M. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
22 Material in this Action.
- 23 N. Professional Vendors: Persons or entities that provide litigation support services
24 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
25 and organizing, storing, or retrieving data in any form or medium) and their
26 employees and subcontractors.
- 27 O. Protected Material: Any Disclosure or Discovery Material that is designated as
28 “CONFIDENTIAL.”

1 P. Receiving Party: A Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 **IV. SCOPE**

4 A. The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or extracted
6 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; and (3) any testimony, conversations, or presentations by Parties or their
8 Counsel that might reveal Protected Material.

9 B. Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 **V. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations imposed
13 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
14 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
15 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
16 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
17 trials, or reviews of this Action, including the time limits for filing any motions or
18 applications for extension of time pursuant to applicable law.

19 **VI. DESIGNATING PROTECTED MATERIAL**

20 A. Exercise of Restraint and Care in Designating Material for Protection

21 1. Each Party or Non-Party that designates information or items for protection
22 under this Order must take care to limit any such designation to specific
23 material that qualifies under the appropriate standards. The Designating Party
24 must designate for protection only those parts of material, documents, items,
25 or oral or written communications that qualify so that other portions of the
26 material, documents, items, or communications for which protection is not
27 warranted are not swept unjustifiably within the ambit of this Order.

28 2. Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an
2 improper purpose (e.g., to unnecessarily encumber the case development
3 process or to impose unnecessary expenses and burdens on other parties)
4 may expose the Designating Party to sanctions.

- 5 3. If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party
7 must promptly notify all other Parties that it is withdrawing the inapplicable
8 designation.

9 B. Manner and Timing of Designations

- 10 1. Except as otherwise provided in this Order (see, e.g., Section B(2)(b) below),
11 or as otherwise stipulated or ordered, Disclosure or Discovery Material that
12 qualifies for protection under this Order must be clearly so designated before
13 the material is disclosed or produced.

- 14 2. Designation in conformity with this Order requires the following:
15 a. For information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial
17 or trial proceedings), that the Producing Party affix at a minimum,
18 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
19 legend"), to each page that contains protected material. If only a
20 portion or portions of the material on a page qualifies for protection,
21 the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins).
23 b. A Party or Non-Party that makes original documents available for
24 inspection need not designate them for protection until after the
25 inspecting Party has indicated which documents it would like copied
26 and produced. During the inspection and before the designation, all
27 of the material made available for inspection shall be deemed
28 "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must
2 determine which documents, or portions thereof, qualify for
3 protection under this Order. Then, before producing the specified
4 documents, the Producing Party must affix the “CONFIDENTIAL
5 legend” to each page that contains Protected Material. If only a
6 portion or portions of the material on a page qualifies for protection,
7 the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).

- 9 c. For testimony given in depositions, that the Designating Party
10 identify the Disclosure or Discovery Material on the record, before
11 the close of the deposition all protected testimony.
- 12 d. For information produced in form other than document and for any
13 other tangible items, that the Producing Party affix in a prominent
14 place on the exterior of the container or containers in which the
15 information is stored the legend “CONFIDENTIAL.” If only a
16 portion or portions of the information warrants protection, the
17 Producing Party, to the extent practicable, shall identify the protected
18 portion(s).

19 C. Inadvertent Failure to Designate

20 If timely corrected, an inadvertent failure to designate qualified information or
21 items does not, standing alone, waive the Designating Party’s right to secure protection
22 under this Order for such material. Upon timely correction of a designation, the Receiving
23 Party must make reasonable efforts to assure that the material is treated in accordance
24 with the provisions of this Order.

25 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 A. Timing of Challenges

27 Any party or Non-Party may challenge a designation of confidentiality at any time
28 that is consistent with the Court’s Scheduling Order.

1 B. Meet and Confer

2 The Challenging Party shall initiate the dispute resolution process under Local Rule
3 37.1 et seq.

4 C. The burden of persuasion in any such challenge proceeding shall be on the
5 Designating Party. Frivolous challenges, and those made for an improper purpose
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
7 expose the Challenging Party to sanctions. Unless the Designating Party has waived
8 or withdrawn the confidentiality designation, all parties shall continue to afford the
9 material in question the level of protection to which it is entitled under the
10 Producing Party's designation until the Court rules on the challenge.

11 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 A. Basic Principles

- 13 1. A Receiving Party may use Protected Material that is disclosed or produced
14 by another Party or by a Non-Party in connection with this Action only for
15 prosecuting, defending, or attempting to settle this Action. Such Protected
16 Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of Section XIV below.
- 19 2. Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the
21 persons authorized under this Order.

22 B. Disclosure of “CONFIDENTIAL” Information or Items

- 23 1. Unless otherwise ordered by the Court or permitted in writing by the
24 Designating Party, a Receiving Party may disclose any information or item
25 designated “CONFIDENTIAL” only to:
 - 26 a. The Receiving Party’s Outside Counsel of Record in this Action, as
27 well as employees of said Outside Counsel of Record to whom it is
28 reasonably necessary to disclose the information for this Action;

- 1 b. The officers, directors, and employees (including House Counsel) of
2 the Receiving Party to whom disclosure is reasonably necessary for
3 this Action;
- 4 c. Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
7 A);
- 8 d. The Court and its personnel;
- 9 e. Court reporters and their staff;
- 10 f. Professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action
12 and who have signed the “Acknowledgment and Agreement to be
13 Bound” attached as Exhibit A hereto;
- 14 g. The author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the
16 information;
- 17 h. During their depositions, witnesses, and attorneys for witnesses, in
18 the Action to whom disclosure is reasonably necessary provided: (i)
19 the deposing party requests that the witness sign the
20 “Acknowledgment and Agreement to Be Bound;” and (ii) they will
21 not be permitted to keep any confidential information unless they
22 sign the “Acknowledgment and Agreement to Be Bound,” unless
23 otherwise agreed by the Designating Party or ordered by the Court.
24 Pages of transcribed deposition testimony or exhibits to depositions
25 that reveal Protected Material may be separately bound by the court
26 reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order; and
- 28 i. Any mediator or settlement officer, and their supporting personnel,

mutually agreed upon by any of the parties engaged in settlement discussions.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION**

- A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

 1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
 2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
 3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

- B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
IN THIS LITIGATION**

- A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 B. In the event that a Party is required, by a valid discovery request, to produce a Non-
4 Party's confidential information in its possession, and the Party is subject to an
5 agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

- 7 1. Promptly notify in writing the Requesting Party and the Non-Party that some
8 or all of the information requested is subject to a confidentiality agreement
9 with a Non-Party;
- 10 2. Promptly provide the Non-Party with a copy of the Stipulated Protective
11 Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and
- 13 3. Make the information requested available for inspection by the Non-Party, if
14 requested.

15 C. If the Non-Party fails to seek a protective order from this court within 14 days of
16 receiving the notice and accompanying information, the Receiving Party may
17 produce the Non-Party's confidential information responsive to the discovery
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
19 not produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Non-Party before a determination by the court.
21 Absent a court order to the contrary, the Non-Party shall bear the burden and
22 expense of seeking protection in this court of its Protected Material.

23 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (1) notify in
27 writing the Designating Party of the unauthorized disclosures, (2) use its best
28 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the

1 person or persons to whom unauthorized disclosures were made of all the terms of
2 this Order, and (4) request such person or persons to execute the “Acknowledgment
3 and Agreement to be Bound” that is attached hereto as Exhibit A.

4 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL**

6 A. When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the
8 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
10 procedure may be established in an e-discovery order that provides for production
11 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
12 (e), insofar as the parties reach an agreement on the effect of disclosure of a
13 communication or information covered by the attorney-client privilege or work
14 product protection, the parties may incorporate their agreement in the Stipulated
15 Protective Order submitted to the Court.

16 **XIII. MISCELLANEOUS**

17 A. Right to Further Relief

18 Nothing in this Order abridges the right of any person to seek its modification by
19 the Court in the future.

20 B. Right to Assert Other Objections

21 By stipulating to the entry of this Protective Order, no Party waives any right it
22 otherwise would have to object to disclosing or producing any information or item on any
23 ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
24 right to object on any ground to use in evidence of any of the material covered by this
25 Protective Order.

26 C. Filing Protected Material

27 A Party that seeks to file under seal any Protected Material must comply with Civil
28 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order

1 authorizing the sealing of the specific Protected Material at issue. If a Party's request to
2 file Protected Material under seal is denied by the Court, then the Receiving Party may
3 file the information in the public record unless otherwise instructed by the Court.

4 **XIV. FINAL DISPOSITION**

5 A. After the final disposition of this Action, as defined in Section V, within sixty (60)
6 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the
10 Protected Material. Whether the Protected Material is returned or destroyed, the
11 Receiving Party must submit a written certification to the Producing Party (and, if
12 not the same person or entity, to the Designating Party) by the 60 day deadline that
13 (1) identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
19 and trial exhibits, expert reports, attorney work product, and consultant and expert
20 work product, even if such materials contain Protected Material. Any such archival
21 copies that contain or constitute Protected Material remain subject to this Protective
22 Order as set forth in Section V.

1 B. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 **IT IS SO STIPULATED.**

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9 Dated: April 18, 2023

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MUNDELL, ODLUM & HAWS LLP
Karl N. Haws
Attorneys for Defendant DOE 1

15 Dated: April 18, 2023



16 TRÉPANIER TAJIMA LLP
17 Lisa Dearden Trépanier
18 Attorneys for Defendant DOE 1

21 Dated: April 18, 2023



22 HERMAN LAW
23 Blake J. Woodhall
24 Alyshia Lord
25 Attorneys for Plaintiff M.H.

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order. **IT IS SO ORDERED.**

Dated: April 19, 2023



THE HONORABLE SHERI PYM

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2023 in the case of *M.H. v. Doe 1, et al.*, Case No. 5:23-cv-00482 GW (SPx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name]

[full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed Name:

Signature: